

AG Contract No. KR02-0756TRN  
ADOT ECS File No. JPA 02-06  
TRACS No: H 6215 01R / Item #77902  
Project No.: U 093-B-700  
Project: US93, Improvements,  
Sonoran Desert Tortoise Mitigation  
Section: Santa Maria River to  
Interstate 40

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
KINGMAN FIELD OFFICE

THIS AGREEMENT is entered into 12th July, 2002, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT, acting by and through its Contracting Officer (the "BLM").

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The BLM is empowered by the Federal Land Policy Management Act of 1976 (Public Law 94-579) to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the BLM.

3. The State's ongoing and future roadway improvement projects, on US 93 from MP 91.2 to MP 161.71, has impacted the Sonoran Desert Tortoise and the BLM, Kingman Field Office requires in-kind compensation for residual impact from the State's improvements, through replacement of tortoise habitat. The BLM has agreed to accomplish the tortoise impact mitigation on behalf of the State, in an amount not to exceed \$271,000.00, all at State expense, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO. 25370

Filed with the Secretary of State

Date Filed: 7-12-02

Petrey Bayless  
Secretary of State

By: A. Basinger

**II. SCOPE OF WORK**

## 1. The BLM shall:

a. Invoice the State an amount not to exceed \$271,000.00 for costs associated to complete the Project. Request for payment shall be submitted with the "ADOT Form 12-6903 R7/87" (attached). Electronic forms can be requested through Joint Project Administration, at the address provided under Section III. paragraph 6.

b. Deposit said \$271,000.00, in BLM account 7122 until completion of the Project. Any monies not expended for the Project shall be returned to the State upon termination of this agreement. The Project is intended to be completed by December 31, 2007. If the Project is not completed as noted herein, the parties may extend the agreement by Amendment.

c. Purchase a minimum of 566 acres of replacement Desert Tortoise habitat lands evidenced by Deed, Easement, or other instrument deemed acceptable by BLM.

d. All lands in excess of the 566 acres, which are purchased with State funding under the terms of this agreement, shall be banked as credit acreage for tortoise compensation on future State projects.

e. Provide the State certified/recorded copies of all pertinent escrow closing statements, title insurance policies and instruments of conveyance associated with purchasing said habitat lands.

f. Acquire the parcel(s) in accordance with applicable federal laws and policies with the appraisal conducted according to the Uniform Appraisal Standards for Federal Land Acquisitions (published by the Department of Justice, 2000).

g. Be responsible for accomplishing the Project in accordance with the Management Plan for the Sonoran Desert Tortoise. Provide on an annual basis to the State, an accounting of the monies expended for the Project.

h. Upon completion of the land acquisition associated with this Project, the land shall be zoned for uses beneficial to the management of the Sonoran Desert Tortoise.

## 2. The State shall:

a. Within 30 days upon receipt and approval of an invoice from BLM, remit an amount not to exceed \$271,000.00, for costs associated to complete the Project.

b. Allow the BLM to purchase land in excess of the 566 acres referenced above, with any remaining funds on deposit with BLM. Said lands shall be banked as a credit for desert tortoise compensation on future State highway projects within the Kingman Field Office administrative area.

**III. MISCELLANEOUS PROVISIONS**

1. This agreement shall remain in force and effect until completion of said project and final accounting. However, this agreement may be cancelled prior to the disbursement of funds transferred under this agreement with thirty (30) days written notice to the other party.

2. This agreement shall become effective upon signature of the parties and filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511, as it relates to conflicts of interest on behalf of State employees.

4. The provisions of Arizona Revised Statutes Section 35-214 relating to 5 year record retention for audit purposes are applicable to this contract.

5. Applicable laws of the State and Federal government shall govern the rights of the parties with respect to the performance of this agreement. The parties hereto shall select a process for the resolution of claims or disputes relating to this agreement that is compliant with applicable laws and regulations of the State and Federal government and acceptable to the State and Federal government. Such process will include a provision for arbitration.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation  
Joint Project Administration  
205 S. 17th Avenue – Mail Drop 616E  
Phoenix, AZ 85007  
[lgrandy@dot.state.az.us](mailto:lgrandy@dot.state.az.us)

Bureau of Land Management  
**Kingman Field Office**  
2475 Beverly Avenue  
Kingman, AZ 86401  
[John\\_Christensen@blm.gov](mailto:John_Christensen@blm.gov)

7. No member of, or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

8. Attached hereto and incorporated herein is the written determination of counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

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IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**US DEPARTMENT OF THE INTERIOR**  
Bureau of Land Management

**STATE OF ARIZONA**  
Department of Transportation

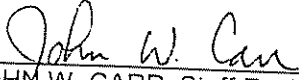
By   
JOHN R. CHRISTENSEN, Manager  
Kingman Field Office

By   
WILLIAM J. HIGGINS, P.E.  
Deputy State Engineer

RESOLUTION

BE IT RESOLVED on this 3<sup>rd</sup> day of April, 2002, that I, the undersigned VICTOR M. MENDEZ, as Director of the ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the STATE OF ARIZONA that the DEPARTMENT OF TRANSPORTATION, acting by and through the INTERMODAL TRANSPORTATION DIVISION, enter into an agreement with the UNITED STATES BUREAU OF LAND MANAGEMENT, for the purpose of defining responsibilities for the Sonoran Desert Tortoise mitigation of US 93 from MP 161.71 to MP 91.2 (Santa Maria River to I-10)

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer or higher for approval and execution.

  
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JOHN W. CARR, Staff Engineer  
Development Group  
for VICTOR M. MENDEZ, Director

ARIZONA DEPARTMENT OF TRANSPORTATION  
PROGRESS PAYMENT REPORT

<b>Report 1</b>		1		<b>JPA02-06</b>	
				<b>PROGRESS</b>	
<b>Item No.</b>		77902		<b>FINAL</b>	<b>X</b>
<b>Project No.</b>	U 093-B-700			<b>Date Ending:</b>	
<b>TRACS No.</b>	H 6215 01R			<b>Hourly Rate</b>	
<b>Name of Project</b>		US 93 Improvements Sonoran Desert Tortoise Mitigation			
<b>Name of Vendor</b>		Bureau of Land Management			
<b>REMIT PAYMENT TO:</b> (KINGMAN OFFICE) 2475 Beverly, Kingman, AZ 86401					
<b>Date Started</b>		<b>Estimated Completion Date:</b> On Going		<b>% Billed</b>	<b>% Complete</b>

SUMMARY OF WORK FOR WHICH PAYMENT IS REQUESTED

[illegible]

Submitted By: John L. C. Reid	Date: 6/26/02	Total: To: \$271,000.00 Date:
Approved By: ADOT Project Manager	Date:	Total: Previous: \$0.00 Report:
Approved By: Joint Project Administration	Date:	Current: Report: \$271,000.00

JPA 02-06

DETERMINATION


Arizona Contract No. JPA 02-06, which is an agreement between public agencies; to wit; the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the UNITED STATES DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT, has been reviewed by the undersigned for the United States who has determined that it is in the proper form and within the powers and authority granted to the United States.

No opinion is expressed as to the authority of the State of Arizona to enter into said agreement.

DATED this 24 day of JUNE, 2002.

THE UNITED STATES OF AMERICA

By

A handwritten signature in black ink, appearing to read "John R. Christman", is written over a horizontal line.



JANET NAPOLITANO  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
TRANSPORTATION SECTION  
1275 WEST WASHINGTON STREET, PHOENIX, AZ 85007-2926

TRN Main: (602) 542-1680  
Direct: (602) 542-8855  
Fax: (602) 542-3646

MAIN PHONE : (602) 542-1680  
FACSIMILE : (602) 542-3646

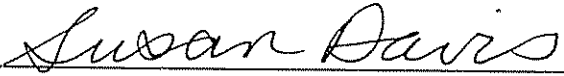
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR02-0756TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED July 9, 2002.

JANET NAPOLITANO  
Attorney General

  
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SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED:srs

Enc

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